

#15
13884-B

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
JAMES C. MARTIN, JR.*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

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OF COUNSEL
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RECORDATION NO. 13884-B
FILED 1425

July 20, 1990 JUL 20 1990 -2 00 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged original copies of a Lease Termination Agreement dated as of July 20, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R., Section 1177.

The enclosed document relates to a Railroad Equipment Lease dated as of November 1, 1982, which was filed and recorded on December 29, 1982 under Recordation Number 13884, as amended by an Amendment to Railroad Equipment Leases dated as of March 2, 1986, which was filed and recorded on May 20, 1986 under Recordation Number 13884-A.

The names and addresses to the parties to the enclosed document are:

California Group Services
One Pringle Avenue, Suite 225
Walnut Creek, California 94596

Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Also enclosed is a check in the amount of \$15 payable to the order to the Interstate Commerce Commission covering the required recordation fee.

CT. Kappler
Charles T. Kappler


Ms. Noreta R. McGee
July 20, 1990
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

"Full and complete termination."

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/20/90

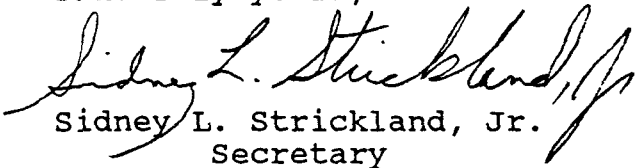
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20423

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/20/90 at 2:30pm, and assigned recordation number(s). 13884-B, 13942-C, 14962-A, 14963-A, 14964-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

LEASE TERMINATION AGREEMENT

RECORDATION NO. 13884-B
JUL 20 1990 - 2:00 PM
INTERSTATE COMMERCE COMMISSION

This LEASE TERMINATION AGREEMENT dated as of July 20, 1990 (this "Agreement"), by and between California Group Services, a California corporation ("CGS"), and Greenbrier Leasing Corporation, a Delaware corporation ("Greenbrier").

Preliminary Statement

Greenbrier desires to purchase from CGS the railroad cars listed on Schedule A hereto (the "Equipment").

This Agreement is being executed and delivered by the parties in order to terminate or cancel their respective rights and obligations under or in respect of the Railroad Equipment Lease dated as of November 1, 1982 (recorded with the Interstate Commerce Commission on December 29, 1982, under Recordation Number 13884) and the Railroad Equipment Lease dated as of January 1, 1983 (recorded with the Interstate Commerce Commission on February 7, 1983, under Recordation Number 13942) as amended by an Amendment to Railroad Equipment Lease dated as of December 9, 1983 (recorded with the Interstate Commerce Commission on December 16, 1983, under Recordation Number 13942-A), both as amended by an Amendment to Railroad Equipment Leases dated as of March 2, 1986 (recorded with the Interstate Commerce Commission on May 20, 1986, under Recordation Numbers 13884-A and 13942-B) (said Railroad Equipment Leases as so amended collectively referred to as the "Leases"), providing for the lease of the Equipment by CGS to Greenbrier.

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NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Termination of Leases. CGS, as lessor, and Greenbrier, as lessee, under the Leases, hereby cancel, terminate and discharge the Leases and the respective rights and obligations of CGS and Greenbrier thereunder, effective as of the date hereof.

2. Termination Fee. In consideration for CGS' termination and discharge of the Leases, Greenbrier agrees to pay to CGS as a termination fee the sum of One Hundred Sixty Thousand Sixty-Six Dollars (\$160,066.00).

3. Further Assurance. Each party hereby agrees to do such further acts and to execute and deliver such additional documents and instruments as may be necessary or appropriate to carry out the provisions and purposes of this Agreement and to assure and confirm unto the parties hereto their respective rights, powers and remedies hereunder. Each party hereby waives any notice of termination as may be provided for in any of the instruments and documents terminated hereby.

4. Execution in Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

5. Governing Law. This Agreement shall in all respects be governed by, and executed, construed and enforced in accordance with, the laws of the State of California, including all matters of construction, validity and performance.

WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

CALIFORNIA GROUP SERVICES

By: Stephen L. Eastridge
Stephen L. Eastridge
Vice President

GREENBRIER LEASING CORPORATION

By: _____
Norriss M. Webb
Executive Vice President

STATE OF California)
COUNTY OF Contra Costa) SS:

On this 17 day of July, in the year 1990, before me personally came Stephen L. Eastridge, to me known, who, being by me duly sworn, did depose and say that he resides at ~~1632~~ 1632 Fountain Springs Circle Danville, CA 94526; that he is the Vice President of California Group Services, one of the corporations described

in and which executed the foregoing instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.




Notary Public

STATE OF _____)

COUNTY OF _____) SS:

On this __ day of July, in the year 1990, before me personally came Norriss M. Webb, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Executive Vice President of Greenbrier Leasing Corporation, one of the corporations described in and which executed the foregoing instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

SCHEDULE A

438 RAILCARS

Car No.'s SP900011 through SP900072, inclusive
Car No.'s SP900074 through SP900080, inclusive
Car No.'s SP900082 through SP900147, inclusive
Car No.'s SP900149 through SP900171, inclusive
Car No.'s SP900173 through SP900192, inclusive
Car No.'s SP900194 through SP900205, inclusive
Car No.'s SP900207 through SP900266, inclusive
Car No.'s SP900268 through SP900316, inclusive
Car No.'s SP900318 through SP900336, inclusive
Car No.'s SP900338 through SP900352, inclusive
Car No.'s SP900354 through SP900405, inclusive
Car No.'s SP900407 through SP900408, inclusive
Car No.'s SP900410 through SP900420, inclusive
Car No.'s SP900422 through SP900423, inclusive
Car No.'s SP900425 through SP900426, inclusive
Car No. SP900429
Car No. SP900433
Car No.'s SP900436 through SP900437, inclusive
Car No. SP900440
Car No.'s SP900442 through SP900444, inclusive
Car No.'s SP900446 through SP900456, inclusive
Car No.'s SP900460 through SP900463, inclusive
Car No.'s SP900466 through SP900467, inclusive
Car No.'s SP900469 through SP900470, inclusive
Car No.'s SP900472 through SP900474, inclusive
Car No.'s SP900476 through SP900478, inclusive
Car No.'s SP901101 through SP901103, inclusive

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6

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

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WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

CALIFORNIA GROUP SERVICES

By: _____
Stephen L. Eastridge
Vice President

GREENBRIER LEASING CORPORATION

By: Norriss M. Webb
Norriss M. Webb
Executive Vice President

STATE OF _____)
COUNTY OF _____) SS:

On this __ day of July, in the year 1990, before me personally came Stephen L. Eastridge, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Vice President of California Group Services, one of the corporations described

in and which executed the foregoing instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF Oregon)
COUNTY OF Clatsop) SS:

On this 16th day of July, in the year 1990, before me personally came Norriss M. Webb, to me known, who, being by me duly sworn, did depose and say that he resides at Lehi Osweger Rd; that he is the Executive Vice President of Greenbrier Leasing Corporation, one of the corporations described in and which executed the foregoing instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Janet E. Hudson

Notary Public

my commission expires: 5/23/94

SCHEDULE A

438 RAILCARS

Car No.'s SP900011 through SP900072, inclusive
Car No.'s SP900074 through SP900080, inclusive
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